MEMORANDUM OF AGREEMENT BETWEEN THE LOS ANGELES POLICE DEPARTMENT AND OCCIDENTAL COLLEGE

Article 1: **Purpose and Parties**

The purpose of this Memorandum of Agreement (MOA) is to establish the respective duties of Occidental College and the Los Angeles Police Department relating to the investigation and reporting of crimes on and around the Occidental College campus.

This MOA is intended to enhance the safety of students, employees, visitors, and the residents in the surrounding community; establish a protocol for the reporting of and coordinated response to sexual violence and other criminal activity occurring at Occidental College; ensure that investigations of such crimes are comprehensive; aid in disciplinary proceedings; facilitate the prosecution of criminal offenders; provide support to victims of sexual assault and other crimes; and safeguard the rights of those accused of sexual assault and other crimes.

This MOA is entered into by and between the City of Los Angeles acting by and through the Chief of Police of the Los Angeles Police Department (the "LAPD") and Occidental College (the "College"), a non-profit educational institution with headquarters at 1600 Campus Road, Los Angeles, California 90041, (collectively, the "Parties").

The Parties acknowledge that the unique circumstances of individual cases may give rise to issues not addressed by this MOA, which may necessitate further discussion and agreement.

Article 2: **Term**

The term of this MOA shall commence December 1, 2015 at 12:01 a.m. and shall expire at 11:59 p.m. on December 31, 2016. Unless written notice is provided by one Party to another of non-extension of this MOA at least thirty (30) days prior to December 30, 2016, this MOA shall be automatically extended for a one-year term commencing December 1, 2016, subject to the same terms and conditions as the initial term.

The provisions of this MOA shall be reviewed prior to any extension of the agreement beyond December 31, 2017.

Notwithstanding the above, either Party may terminate this MOA with thirty (30) days written notice.

Written notices concerning the termination of this MOA shall be sent by registered or certified mail to the following addresses:

Chief of Police, Los Angeles Police Department, 100 West 1st Street. Los Angeles, California 90012

Chief of Campus Safety, Occidental College, 1600 Campus Road, Los Angeles, California 90041

Article 3: Communication Between the Parties

3.1. Primary Contact Persons. In order to facilitate prompt and clear communications between the College and the LAPD, the Parties agree to identify individuals on their respective staffs who shall function as the primary contact persons with respect to matters contained in this MOA.

The primary contact person designated by the College shall be Victor Clay, the Chief of Campus Safety (Chief), or his designee. The primary contact persons designated by the LAPD shall be the LAPD Northeast Area Commanding Officer or the Northeast Area Watch Commander, or their designee.

- **3.2. Maps and Boundaries.** The Parties shall share reporting district maps and College maps. Such maps shall clearly depict all buildings and properties that are owned or controlled by the College, as well as all buildings and properties that are owned or controlled by recognized student organizations. All maps shall be reviewed and updated on an annual basis or when a significant change is made to property of the College or local law enforcement reporting sectors. All modified maps shall be shared with the Parties' primary contact persons for this MOA.
- **3.3. Confidentiality.** The information and records shared under this MOA may include information or records permitted to be released under any applicable exception to the privacy protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception.

The Occidental College General Counsel shall be consulted before any FERPA-protected student information is released by the College to the LAPD to ensure compliance with federal and state privacy laws.

All information and records shared pursuant to this MOA shall be treated as confidential and shall be released only with the consent of an entity with requisite authority, or as required by law.

Article 4: Sexual Assault Prevention

- **4.1. Sexual Assault Prevention Programs.** The Parties shall cooperate in the delivery of programs aimed at preventing sexual assault, and shall share relevant crime data in furtherance of crime prevention goals.
- 4.2. Outreach. The Parties shall engage in outreach and collaborate with the College and local communities to promote positive working relationships between law enforcement and students, employees, and other stakeholders. Outreach may include: information made available online through the College website and/or social media; discussions of campus safety and crime prevention during student orientations and new employee orientations; the distribution of materials to inform students, employees and parents about public safety resources on campus and in collaboration with the community, including but not limited to information about how victims of sexual assault, dating and domestic violence, and stalking can get help in both emergency and non-emergency situations. The Parties shall conduct such outreach in a manner that is accessible to people with disabilities or limited English proficiency.

4.3 Educational Programs. The Parties shall collaborate on educational programs for students and employees (e.g., the sexual assault prevention and awareness programs required by the Clery Act and bystander intervention training) and work with community-based resources and experts, including victims' advocates, to provide these programs.

Article 5: Sexual Assault Response and Reporting

- 5.1 Responses by College Personnel. If an allegation of sexual assault (i.e., sexual misconduct, non-consensual sexual intercourse, or non-consensual sexual contact) is reported to the College, the College shall notify the LAPD in accordance with the applicable state law(s). Where the sexual assault is reported to a College responsible employee or Campus Security Authority (CSA), the College shall notify the victim of his or her right to file a Title IX complaint with the College and the procedure for doing so. The College shall also inform victims of their right to report the sexual assault to law enforcement and shall promptly assist victims who wish to do so.
- **5.2. Responses by the LAPD.** The LAPD shall notify the College as soon as possible when students of the College are identified as the victims of, or suspects in, any sexual assaults that occur on or off campus. All such notifications to the College (which will omit personally identifying information in accordance with the confidentiality provisions of the California Penal Code) shall be documented in police incident reports.
- **5.3.** Responsibilities of Both Parties. Each of the Parties has a responsibility to respond to a reported sexual assault in a manner that facilitates an effective law enforcement and institutional response, as well as appropriate treatment of the individual reporting the sexual assault. This includes ensuring the appropriate preservation of evidence, and determining whether there were related crimes of domestic/dating violence, stalking, strangulation and/or witness intimidation.
- **5.4. Victim Support**. With the victim's consent, the Parties shall coordinate referrals for support services for sexual assault victims provided by municipal and other governmental agencies, law enforcement agencies, and community organizations. The Parties shall develop and share protocols setting out their respective responsibilities relating to victim support from the time the sexual assault is reported through resolution of the investigation and any disciplinary or criminal proceedings, as applicable.
- 5.5. Sexual Assault Response Team. The Parties shall support and participate in the existing interdisciplinary Sexual Assault Response Team (SART). The Parties shall actively participate in SART's system-wide review and discussion of the community's response to sexual assault. The Parties shall publicize information about SART resources to the campus community.

Article 6: Other Crimes Response and Reporting

6.1. Investigative Responsibility. The LAPD is primarily responsible for the investigation of all violent crimes defined under Part I of the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting handbook; hate crimes; and sexual assault occurring on the College, or on property owned or controlled by the College as identified in Attachment A. The College will provide support to such investigations as needed.

- **6.2.** Collection and Disposal of Evidence. The LAPD shall assist in the collection and processing of evidence in all crimes. Any evidence disposal shall take place by the LAPD protocols.
- **6.3. In-Progress Crimes.** All in-progress crimes reported to the College shall be reported to the LAPD immediately, regardless of classification.
- **6.4.** College Reports to the LAPD. Subject to applicable state law (e.g., regarding victim confidentiality), the College shall require any report made by a victim or an employee of any violent crime defined under Part I of the FBI's Uniform Crime Reporting handbook and any hate crime received by the College to be immediately disclosed to the LAPD.
- 6.5. LAPD Clery Obligations. The LAPD shall provide crime statistics as required by the *Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act [20 USC § 1092(f)]*, as amended, to the College for crimes (as defined in the FBI Uniform Crime Reporting handbook), including but not limited to sex offenses and hate crimes ("Clery Crimes") that occur on the College campus, or on property owned or controlled by the College as identified in Attachment A.
- 6.6. Annual Report. The LAPD shall provide statistics relating to Clery Crimes no later than July 1st of each year, for the purpose of gathering comprehensive and accurate statistics for the College's Annual Fire Safety & Security Report. The Parties shall keep each other informed about current crime trends and patterns on the College, or on property owned or controlled by the College as identified in Attachment A by sharing data and analyses. The LAPD primary contact person shall be engaged in a community partnership with the College and the Campus Safety Department. The Parties shall meet regularly to share and discuss this information.

Article 7: Communications with the Community

7.1. Timely Warnings and Other Notifications. The Parties agree to coordinate the sharing of information about crimes that may pose a serious or ongoing threat to the health or safety of the College community, or on property owned or controlled by the College as identified in Attachment A to facilitate the issuance of Clery Act-required timely warnings and emergency notifications. The College need not obtain the prior approval of the LAPD to issue any warnings and/or notifications.

The Parties shall work together to create a system to inform each other about such warnings and/or notifications.

7.2. Community Outreach. The Parties shall work with individuals and organizations, both within the College and the community at large, having expertise in sexual assault prevention, dating violence, domestic violence and stalking, and response efforts within their respective jurisdictions. As part of this effort, the LAPD shall participate as an active team member of the Occidental College Coordinated Community Response Team.

Article 8: Training

- **8.1. Joint Training.** The Parties shall conduct regular campus safety trainings, including trainings relating to sexual assault, active shooter scenarios, and other emergency response situations. These trainings shall occur on a recurring basis no less than once a year.
- 8.2. College-Specific Training. The College shall provide regular trainings to students and College employees on applicable federal and state requirements regarding sexual assault prevention and response, including the Clery Act, Title IX, Title VII, the Safe Streets Act, 42 U.S.C. Section 14141, FERPA, and other confidentiality and privacy statutes and policies. These trainings shall highlight campus-based resources, reporting options for victims, the investigation process used in sexual assault cases, and the accommodations that schools can provide to sexual assault victims.

Article 9: Provisions of Law and Severability

The Parties agree that this MOA is subject to all current and future applicable federal, state, and local laws, the City Charter, and any lawful rules and regulations enacted by independent commissions of the City. If any Article, part, or provision of this MOA is in conflict with such applicable provisions of federal, state, or local laws, or the Charter of the City of Los Angeles, or rules and regulations enacted by independent City commissions, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such Article, part, or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this MOA shall not be affected.

Article 10: Miscellaneous Provisions

- **10.1. Good Faith.** Each Party shall act in good faith to enforce the terms of this MOA. Nothing in this MOA is intended to require any unlawful or unauthorized act by any Party.
- 10.2. No Cause of Action. No provisions of this MOA shall form the basis of a cause of action at law or equity by any Party against any other Party, nor shall any provision of this MOA form the basis of a cause of action at law or equity against either Party by any third Party. There are no third Party beneficiaries to this agreement.
- 10.3. Reservation of Right to Disciplinary Action. It is understood that neither Party is the agent of the other; College officials, employees, agents and volunteers are not agents of the LAPD; and the LAPD officials, employees, agents and volunteers are not agents of the College. College officials retain the sole prerogative and discretion to undertake disciplinary actions or to impose disciplinary sanctions pursuant to the rules and policies of the College.
- 10.4 Mutual Indemnification. The College agrees to defend, indemnify and hold harmless the LAPD, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to reasonable attorneys' fees and court costs, arising out of the College's performance of the MOA, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorney's fees and court costs, are caused by or result from the acts or omissions of the College, its officers, agents or employees.

The LAPD agrees to defend, indemnify and hold harmless the College, its officers, agents, and employees from and against any and all liability, claims, awards, lawsuits, damages, losses of any kind, and expenses, including but not limited to reasonable attorney's fees and court costs, arising out of the LAPD's performance of this MOA, but only in proportion to, and to the extent that, any and all such claims, awards, lawsuits, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and court costs, are caused by or result from the acts or omissions of LAPD, its officers, agents or employees.

10.5. Publication. This agreement shall be made available in its entirety on a publicly accessible page on the College website as soon as possible.

Article 11: Statement of Agreement

The undersigned, acting as legal representative of the Los Angeles Police Department and Occidental College, hereby agrees to the terms and conditions of the foregoing Memorandum of Agreement. Executed this 24th day of February, in the year of 2016

Los Angeles Police Department

By: Charlie Beck, Chief of Police

Date: 2 - 9 - 16

Occidental College

By: Amos Himmelstein, Vice President for

Finance & Planning

Date:

Occidental College

By: Victor Clay, Chief of Campus Safety

Occidental College

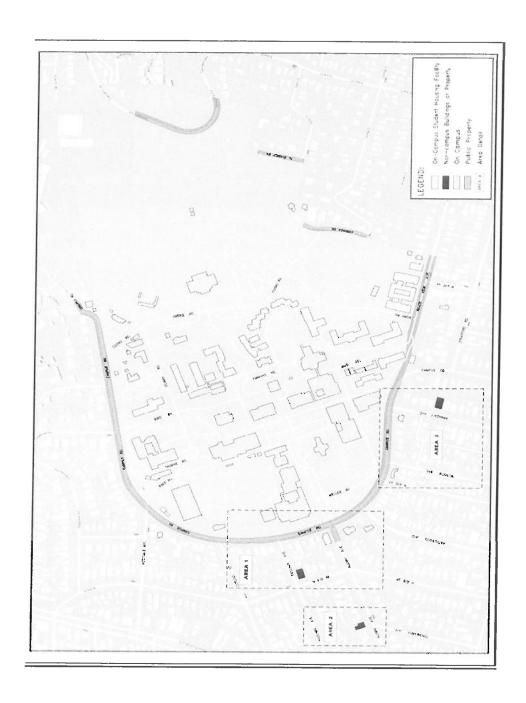
ATTACHMENT A

Occidental College Property Lists and Maps

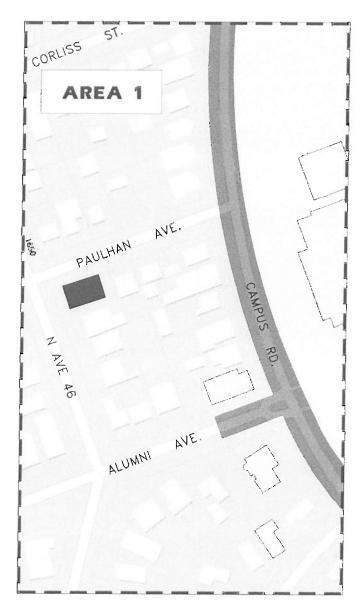
OCCIDENTAL COLLEGE PROPERTY LIST	
LOCATION	PRIMARY USE
4636 WESTDALE AVENUE	RENTAL-STUDENT SERVICES
4638 WESTDALE INCLUDED	RENTAL-STAFF
1737 CAMPUS ROAD	UPWARD BOUND OFFICE
1733 CAMPUS ROAD	RENTAL-ATHLETICS
1743 CAMPUS ROAD	RENTAL-STUDENT SERVICES
1745 CAMPUS ROAD	RENTAL-STAFF
1727 CAMPUS ROAD	RENTAL-STUDENT SERVICES
1633 CAMPUS ROAD	RENTAL-FACULTY-RES.
1637 CAMPUS ROAD	RENTAL-STUDENT SERVICES
1643 CAMPUS ROAD	RENTAL-FACULTY-RES.
1601 CAMPUS ROAD	STU. RES. WOMEN
1599 CAMPUS ROAD	SAMUELSON ALUMNI CENTER
1541 CAMPUS ROAD	ADMIN. OFFICE
1501 CAMPUS ROAD	INTERCULTURAL COMM. CTR. OFFICE
TRACT #607 AT NE COR	CAMPUS USE-LAND
1824 CAMPUS ROAD	CAMPUS BLDGS-CHILD CENTER
1600 CAMPUS ROAD	CAMPUS BLDGS-WEST
TRACT #9318 LOT 8	CAMPUS USE-LAND
TRACT #9318 LOT 9	CAMPUS USE-LAND
NORTHERN PORTION MONTEZUMA TRACT	CAMPUS USE-LAND
4905 CORINGA AVENUE	RENTAL-ADM-RES.
4915 CORINGA AVENUE	RENTAL-ADM-RES.
4913 RANGEVIEW AVENUE	UNUSED LAND
4911 RANGEVIEW INC	RENTAL-ATHLETICS
4915 RANGEVIEW INC	RENTAL-STUDENT SERVICES
TRACT #3428 AT W COR	CAMPUS ATHLETICS
TRACT #3428 LOT 35	CAMPUS ATHLETICS
4901 STRATFORD RD	RENTAL-ADM-RES.
1508 N. AVENUE 49	RENTAL-ATHLETICS
1512 N. AVENUE 49	RENTAL-FACULTY-RES.
1524 N. AVENUE 49	RENTAL-FACULTY-RES.

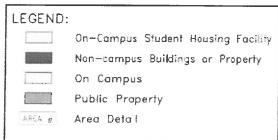
4910 RANGEVIEW AVE	RENTAL-FACULTY-RES.
1482 ARMADALE AVENUE	RENTAL-ADM-RES.
1442 ARMADALE AVENUE	RENTAL-ADM-RES.
1444 ARMADALE AVENUE	RENTAL-ADM-RES.
1438 ARMADALE AVENUE	RENTAL-STUDENT SERVICES
1480 CAMPUS ROAD	STUDENT RESIDENCE
1478 CAMPUS ROAD	RENTAL-FACULTY-RES.
1474 CAMPUS ROAD	RENTAL-ADM-RES.
1470 CAMPUS ROAD	RENTAL-STUDENT SERVICES
1815 CAMPUS ROAD	RENTAL-ADM-RES.
4807 STRATFORD ROAD	RENTAL-FACULTY-RES.
4805 STRATFORD ROAD	RENTAL-FACULTY-RES.
4811 STRATFORD ROAD	RENTAL-ATHLETICS
4817 STRATFORD ROAD	RENTAL-FACULTY-RES.
4821 STRATFORD ROAD	RENTAL-FACULTY-RES.
4823 STRATFORD RD INC	RENTAL-FACULTY-RES.
4827 STRATFORD ROAD	RENTAL-FACULTY-RES.
4829 STRATFORD RD INC	RENTAL-FACULTY-RES.
4853 STRATFORD ROAD	RENTAL-FACULTY-RES.
4857 STRATFORD ROAD	RENTAL-FACULTY-RES.
4859 STRATFORD RD INC	RENTAL-FACULTY-RES.
4863 STRATFORD ROAD	STUDENT RESIDENCE
1527 N AVENUE 49	RENTAL-FACULTY-RES.
1515 N AVENUE 49	RENTAL-FACULTY-RES.
1509 N AVENUE 49	RENTAL-FACULTY-RES.
4867 STRATFORD ROAD	RENTAL-FACULTY-RES.
4873 STRATFORD ROAD	RENTAL-ADMIN. RES.
1888 CAMPUS ROAD	RENTAL-STUDENT SERVICES
EGL RK VILLA TR SW COR	CAMPUS USE-LAND
EGL RK VILLA TR SE COR	CTY LT MAINTLAND
4909 RANGEVIEW AVENUE	STUDENT RES. FRATERNITY
TRACT #3428 AT W COR	CAMPUS ATHLETICS
1581 HAZELWOOD	INSTITUTIONAL ADVANCEMENT OFFICE

Occidental College Clery Map

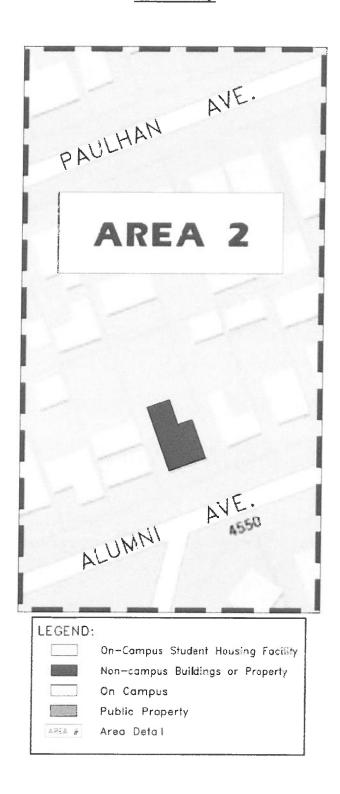


Area 1 Map

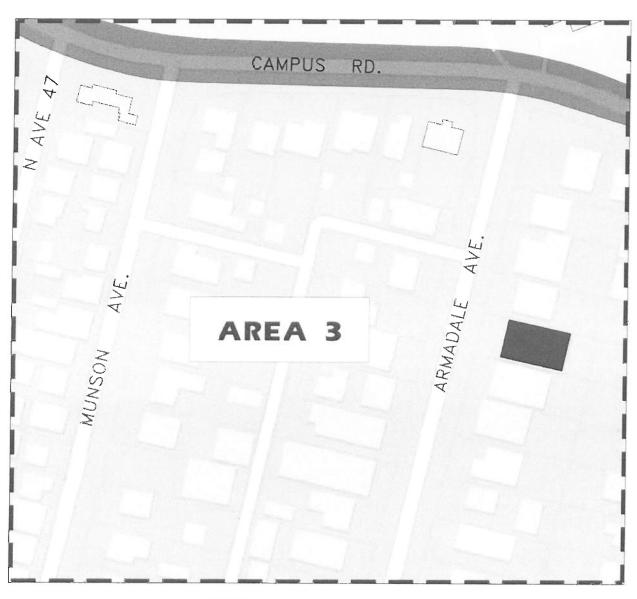


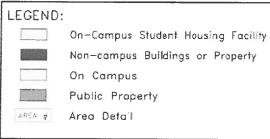


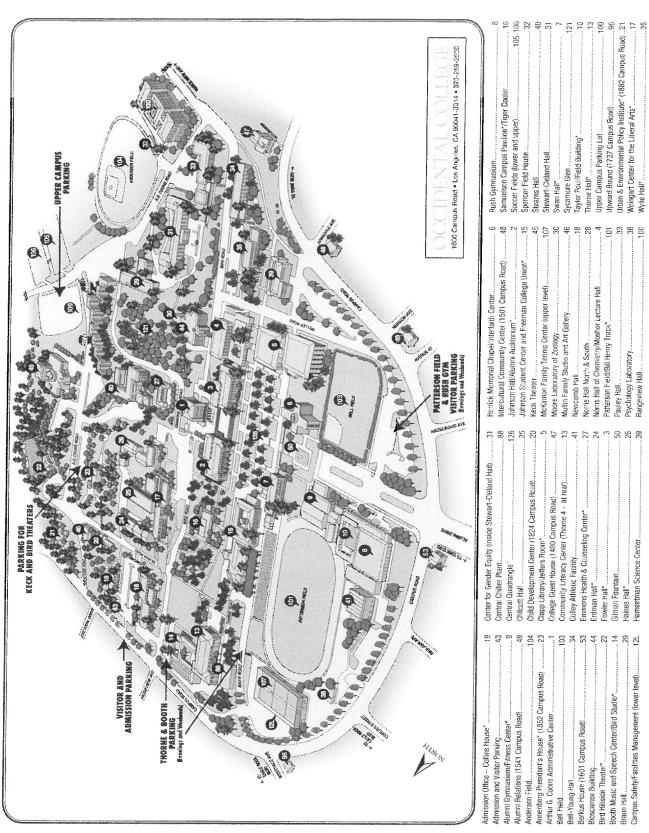
Area 2 Map



Area 3 Map







4814-4587-4474, v. 3

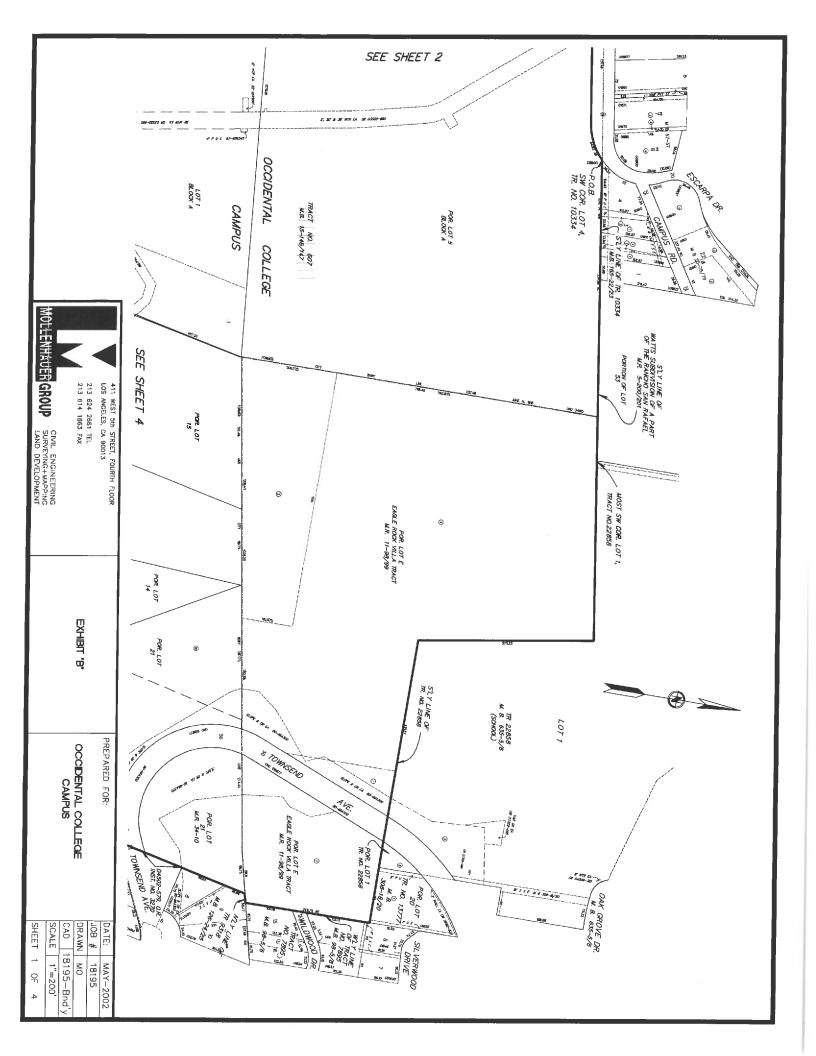
*DESIGNED BY MYRON HUNT

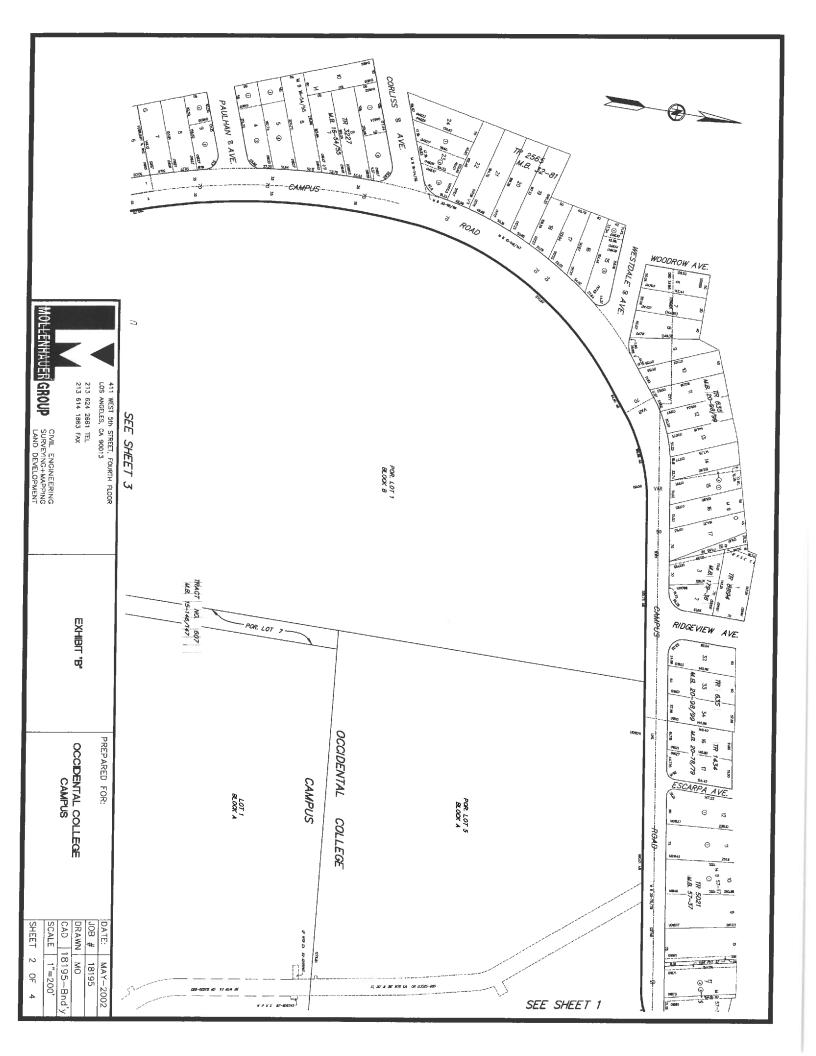
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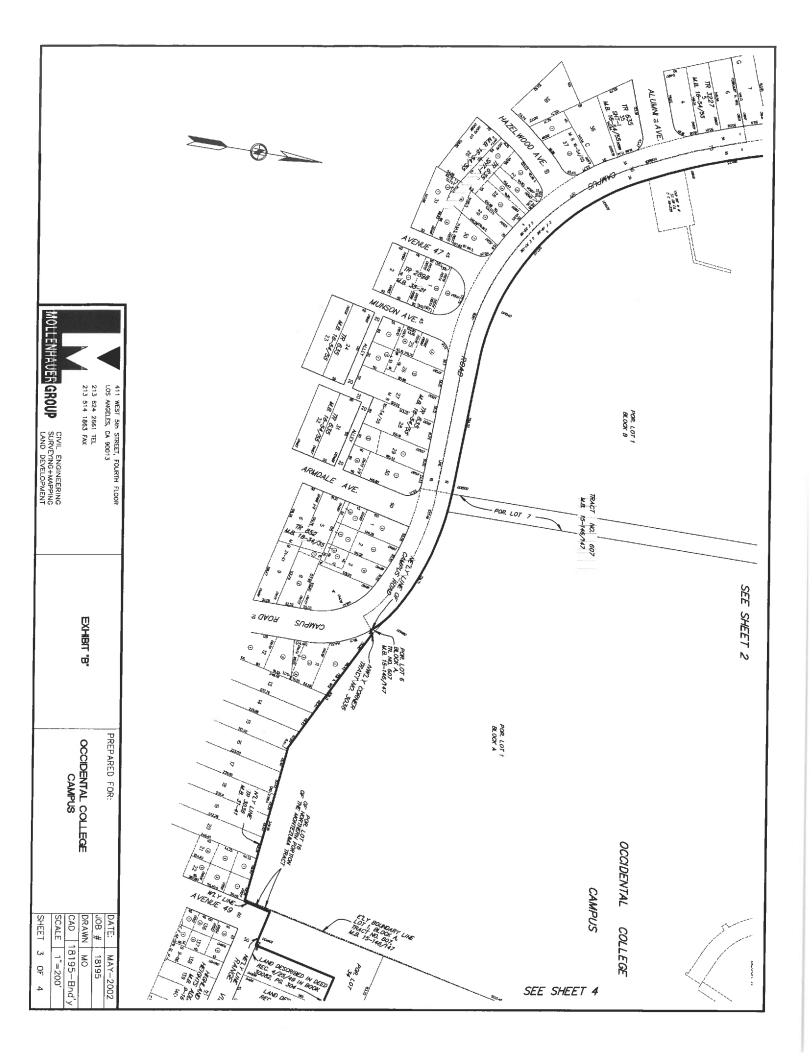
Campus Safety/Facilities Management (lower level), Booth Music and Speech Center/Bird Studio*.

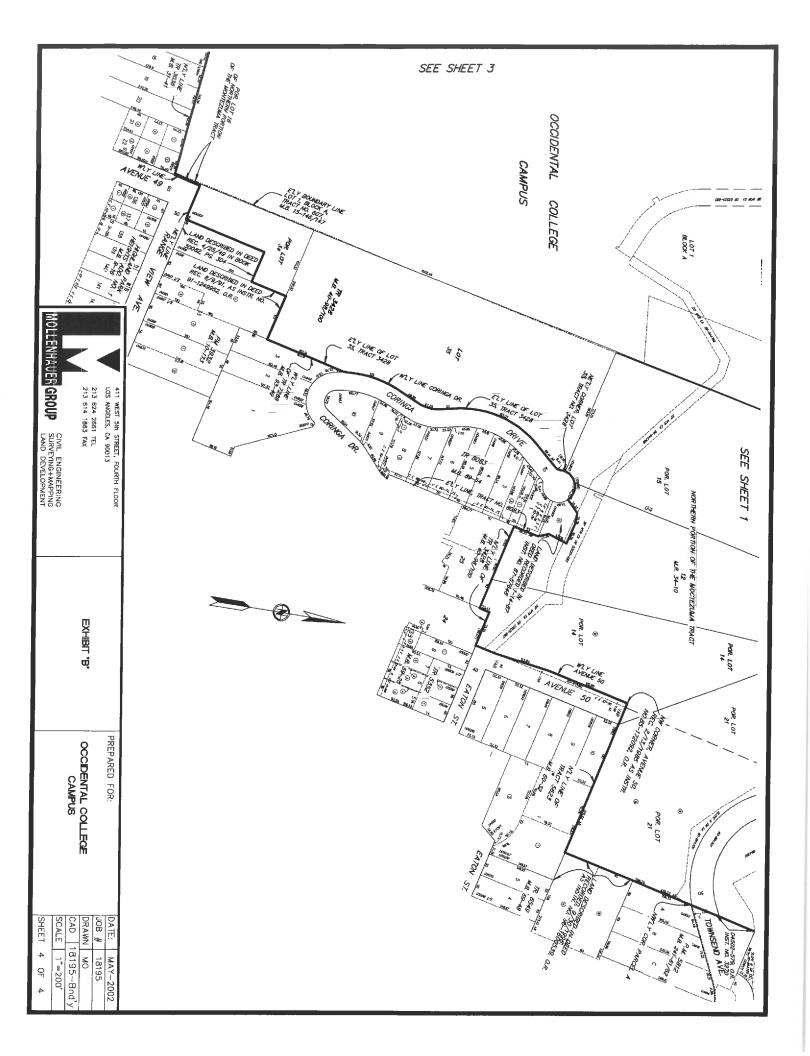
Braun Hall...

Bioscience Building. Bird Hillside Theater









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Phone 213.624.2661 - Fax 213.614.1863

May 13,2002.

OCCIDENTAL COLLEGE CAMPUS

Those portions of Lots 1, Block B, Lots 1, 5, 6 and 7 of Block A, Tract No. 607, in the City of Los Angeles, County of Los Angeles, State of California, recorded in Book 15, Pages 146 and 147 of Maps; portion of Lot E of Eagle Rock Villa Tract, in the City of Los Angeles, County of Los Angeles, State of California, recorded in Book 11, Pages 98 and 99 of Maps; Lot 35; portion of Lot 34, Tract No. 3428, in the City of Los Angeles, County of Los Angeles, State of California, recorded in Book 40, Pages 98 through 100 of Maps, and those portions of Lots 14, 15, 16 and 21 of Northern Portion of the Montezuma Tract, recorded in Book 34, Page 10 of Miscellaneous Records, all in the office of the County Recorder of said County, more particularly described as follows:

Beginning at the southwesterly corner of Lot 4, Tract No.10334, recorded in Book 165, pages 22 and 23 of Maps, in the office of said County Recorder; thence easterly along the southerly line of said Tract No.10334, to the southerly line of Watts' Subdivision of a Part of the Rancho San Rafael, recorded in Book 5, pages 200 and 201 of Miscellaneous Records, in the office of said County Recorder; thence continuing easterly along said southerly line of said Map to the most southwesterly corner of Lot 1 of Tract No. 22858, recorded in Book 635, pages 5 and 6 of Maps, in the office of said County Recorder; thence easterly, southerly and easterly along the general southwesterly line of said Tract to the southwest corner of Lot 20 of Tract No. 13777, recorded in Book 308, pages 18 through 20 of Maps, in the office of said County Recorder; thence easterly along southerly line of said Lot 20 to the westerly line of Tract No. 7895, recorded in Book 98, pages 5 and 6 of Maps, records of Los Angeles County; thence southerly along said westerly line to the northerly line of Tract No. 9318, recorded in Book 126, pages 24 and 25 of Maps, in the office of said County Recorder; thence westerly and southwesterly along the northerly and westerly line of said Tract to the westerly line of land described in document D4502-579, recorded September 19, 1969 as instrument no. 3270 of Official Records, in the office of said County Recorder; thence southerly along westerly line of said land to the northwesterly corner of Parcel A of Parcel Map 5812, filed in Book 241, pages 61 and 62 of Parcel Maps, in the office of said County Recorder, thence southerly along westerly line of said Parcel Map to the northwesterly corner of land described in deed recorded September 30, 1996, as instrument no. 96-1600539 of Official Records, in the office of said County Recorder; thence southerly along westerly line of said deed to the northerly line of Tract No. 5623, recorded in Book 60, page 32 of Maps, in the office of said County Recorder; thence northwesterly along said northerly line of said Tract and its northwesterly prolongation, to the northwesterly corner of Avenue 50, variable width, as described in deed recorded February 13, 1985, as instrument no. 85-172092 of Official

PAGE 1 OF 2

OCCIDENTAL-LEGAL CONTINUE

Records, in the office of said County Recorder; thence southerly along westerly line of said deed, to the

northerly line of Tract No. 3428, recorded in Book 40, pages 98 through 100 of Maps, in the office of said County Recorder; thence westerly along said northerly line to the easterly line of Tract No. 8083, recorded in Book 89, page 54 of Maps, in the office of said County Recorder; thence northerly along said easterly line to the northeasterly corner of Lot 1, of said Tract; thence northwesterly, northerly, westerly and southwesterly along the boundary of land described in deed recorded January 14, 1987, as instrument no. 87-57648 of Official Record, in the office of said County Recorder, to the northerly line of Coringa Drive, as shown on Tract No. 3428, recorded in Book 40, pages 98 through 100, of Maps, in the office of said County Recorder, said point being on a curve concave southerly and having a radius of 35.00 feet; thence northwesterly westerly and southwesterly along said curve and the westerly line of said Coringa Drive to the northeasterly corner of Lot 35, Tract No. 3428, recorded in Book 40, pages 98 through 100 of Maps, in the office of said County Recorder; thence in general southeasterly, southwesterly, and southerly direction, along the easterly line of said Lot 35 to the northeasterly line of land described in deed recorded August 9, 1991, as instrument no. 91-1249952, of Official Records, in the office of said County Recorder; thence northwesterly and southwesterly along the northerly and westerly lines of said deed to the northeasterly line of land described in deed recorded April 25, 1949, in Book 30082, page 304, of Official Records, in the office of said County Recorder; thence northwesterly and southwesterly along the northerly and westerly lines of said deed to the northeasterly line of Range View Drive, 50 feet wide as shown on Tract No. 3428, recorded in Book 40, pages 98 through 100 of Maps, in the office of said County Recorder; thence northwesterly along said northeasterly line, to the westerly line of Avenue 49. 60 feet wide, as shown on said Tract Map No. 3428; thence southerly along said westerly line to the northerly line of Tract No. 3036, recorded in Book 31, page 41 of Maps, in the office of said County Recorder; thence westerly and northwesterly along said northerly line to the northwesterly corner of said Tract; thence southwesterly along said northerly line to the northeasterly line of Campus Road 70 feet wide, same point being on the curve concave southwesterly and having a Radius of 212.00 feet as shown on said Tract No.3036; thence in general westerly. northwesterly, northerly and northeasterly direction along said Campus Road to the **Point of Beginning**.

Subject to any easements for Public Street purposes.

Kevin R. Hills, P.L.S. No. 6617

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PAGE 2

FOR THE AGREEMENT,
NO SIGNATURE
NOODED